

15CV006988

STATE OF WISCONSIN :: CIRCUIT COURT :: MILWAUKEE COUNTY

JULIEANNE SILHOL
13950 Bonniwell Court
Mequon, WI 53097

-and-

GERALD SILHOL
13950 Bonniwell Court
Mequon, WI 53097

Plaintiffs,

vs.

AMERICAN STANDARD INSURANCE COMPANY of WISCONSIN
6000 American Parkway
Madison, WI 53783
By its Registered Agent
Corporation Service Company
8040 Excelsior Drive, Suite 400
Madison, WI 53717

-and-

TIPLON ENTERPRISES, INC
A.K.A. LD FREIGHT TRANSPORTATION INC.
498 East 89th Street
Chicago, IL 60619
By its Registered Agent
Tippi M Rogan Stennis
159 North Mason Street Suite 302
Chicago, IL 60619

-and-

LANCER INSURANCE COMPANY
734 Alpha Drive, Suite L
Cleveland, OH 44143
By its Registered Agent
National Registered Agents, Inc.
8020 Excelsior Drive, STE 200
Madison, WI 53717

-and-

LARRY DAVIS
563 Old Legion Laker
Winona MS 38967

Defendants.

SUMMONS

Court Case No. _____

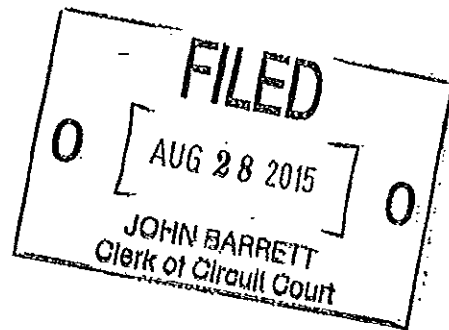
Case Code No: 30101

Amount Claimed is

Greater than \$5,000

HON. RICHARD J. SANKOVITZ, BR. 29

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EXHIBIT

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SUMMONS

TO EACH PERSON NAMED ABOVE AS A DEFENDANT YOU ARE HEREBY NOTIFIED that the Plaintiffs named above have filed a lawsuit or other legal action against you. The complaint which is attached states the nature and basis of the legal action.

Within forty-five (45) days after receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Circuit Court for Milwaukee County whose address is 901 N. 9th Street, Milwaukee, WI 53233, and to the Plaintiffs' attorney, EGELHOFF LAW OFFICES, LLC, Attorney Michael D. Egelhoff, whose address is 7500 West State Street, Suite 300, Wauwatosa, Wisconsin 53213. You may have an attorney help or represent you.

If you do not provide a proper answer within forty-five (45) days, the Court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated at Wauwatosa, Wisconsin this 28 day of August, 2015.

EGELHOFF LAW OFFICES, LLC
Attorneys for the Plaintiffs,
JULIEANNE SILHOL and
GERALD SILHOL

By: 

Michael D. Egelhoff
State Bar No. 1021230

P. O. ADDRESS:
7500 West State Street
Suite 300
Wauwatosa, Wisconsin 53213
Telephone: (414) 453-7111

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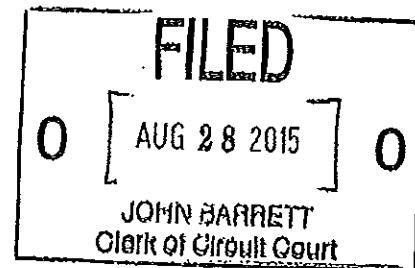
Defendants.

COMPLAINT

Court Case No. _____

Case Code No: 30101

Amount Claimed is
Greater than \$5,000



COMPLAINT

NOW COME the Plaintiffs, JULIEANNE SILHOL and GERALD SILHOL, by their attorneys, EGELHOFF LAW OFFICES, LLC, by Attorney Michael D. Egelhoff, and allege as follows:

1. That the Plaintiff, JULIEANNE SILHOL, is an adult individual who resides at 13950 N. Bonniwell Court in the City of Mequon, County of Ozaukee, State of Wisconsin, 53097.

2. That the Plaintiff, GERALD SILHOL, is an adult individual who resides at 13950 N. Bonniwell Court in the City of Mequon, County of Ozaukee, State of Wisconsin, 53097. Further, at all times material hereto, Plaintiff, GERALD SILHOL was and is the spouse of Plaintiff, JULIEANNE SILHOL.

3. That the Defendant, TIPLON ENTERPRISES, INC A.K.A. LD FREIGHT TRANSPORTATION INC. was at all times material hereto the owner of a 2006 Volvo truck, Illinois plate number P740632 that was involved in the subject motor vehicle collision. Further said Volvo truck vehicle was being operated by Defendant LARRY DAVIS who, upon information and belief was at all times material hereto an employee, agent and/or representative of the Defendant TIPLON ENTERPRISES, INC A.K.A. LD FREIGHT TRANSPORTATION INC. and was at all times within the course and scope of his employment when he was involved in and did in fact cause, as alleged herein, the subject motor vehicle collision. Further that pursuant to Wisconsin Law, Defendant TIPLON ENTERPRISES, INC A.K.A. LD FREIGHT TRANSPORTATION INC. is liable for the acts, omissions, and negligence of its' employees, agents, and representatives, including Defendant LARRY DAVIS including the negligence it's employee Defendant LARRY DAVIS as alleged herein in the operation of the 2006 Volvo truck involved in the subject motor vehicle collision. Further Defendant TIPLON

ENTERPRISES, INC A.K.A. LD FREIGHT TRANSPORTATION INC was at times hereto engaged and doing substantial business in the state of Wisconsin

4. That the Defendant, LARRY DAVIS, date of birth 2/19/1957, is an adult individual whose last known address is 563 Old Legion Lake Road, in the City of Winona, State of Mississippi 38967 and was at all times material hereto the operator of a 2006 Volvo truck, Illinois plate number P740632 and did cause the motor vehicle collision which is the subject of this lawsuit. Further, at all times, material hereto, upon information and belief, Defendant LARRY DAVIS, was employed by Defendant TIPLON ENTERPRISES, INC A.K.A. LD FREIGHT TRANSPORTATION INC., and was in the course and scope of his employment with Defendant, TIPLON ENTERPRISES, INC A.K.A. LD FREIGHT TRANSPORTATION INC. Further that upon information and belief, the Defendant LARRY DAVIS, was an employee, agent and/or representative of the Defendant, TIPLON ENTERPRISES, INC A.K.A. LD FREIGHT TRANSPORTATION INC and is named herein pursuant to Wisconsin Statutes, §807.12, when he caused the motor vehicle collision that is the subject of this lawsuit.

5. That the Defendant, LANCER INSURANCE COMPANY, is a foreign company with its home office located at 734 Alpha Drive, Suite L Cleveland, OH 44143, that LANCER INSURANCE COMPANY is generally engaged in the business of selling liability insurance, and that at all times material to this action, said Defendant provided motor vehicle liability insurance to the Defendant TIPLON ENTERPRISES, INC A.K.A. LD FREIGHT TRANSPORTATION INC. and its' agents employees and representatives including Defendant LARRY DAVIS and his operation of the 2006 Volvo truck involved in the subject motor vehicle collision.

6. That the Defendant, AMERICAN STANDARD INSURANCE COMPANY OF WISCONSIN is upon information and belief, a domestic corporation

with its principal offices located at 6000 American Parkway, Madison, WI 53783 and at all times material hereto provided medical payments benefits to the Plaintiffs, JULIEANNE SILHOL and GERALD SILHOL.

7. That on or about September 13th, 2012 the Plaintiff, JULIEANNE SILHOL was the owner and operator of a 2004 Infiniti G35 vehicle which was traveling Northbound on 107th Street in the City of Milwaukee, County of Milwaukee, State of Wisconsin. Further that Defendant LARRY DAVIS was operating the 2006 Volvo truck, Illinois license plate number P740632 owned and maintained by Defendant TIPLON ENTERPRISES, INC A.K.A. LD FREIGHT TRANSPORTATION INC. eastbound on Brown Deer Road in the City of Milwaukee, County of Milwaukee, State of Wisconsin on or about September 13th, 2012 when he failed to stop his vehicle for the red traffic signal at 107th street and drove through and against the red traffic control causing the 2006 Volvo truck to collide with the Plaintiff's vehicle. Further said vehicle was negligently operated by defendant LARRY DAVIS with respect to improper lookout, failure to maintain control of his vehicle, failure to obey a traffic signal, failure to yield the right of way, driving too fast for conditions, failing to see another vehicle in plain sight, and failing to obey the rules of the road.

8. That the negligence of Defendant LARRY DAVIS, which by law is imputed to his employer, Defendant TIPLON ENTERPRISES, INC A.K.A. LD FREIGHT TRANSPORTATION INC. was the sole and proximate cause of the motor vehicle collision and the sole cause of resulting injuries and damages suffered by the Plaintiffs JULIEANNE SILHOL and GERALD SILHOL.

9. That as a direct and proximate result of the motor vehicle collision and the negligence of Defendant LARRY DAVIS, which by law is imputed to his employer, Defendant TIPLON ENTERPRISES, INC A.K.A. LD FREIGHT TRANSPORTATION INC. the Plaintiff, JULIEANNE SILHOL, was seriously and permanently injured, suffered and continues to suffer great pain of body and mind, was obliged and continues to be obliged to expend monies for medical care and attention, was prevented and continues to be prevented from engaging in her normal activities, and further suffered the loss of earnings and loss of future earning capacity, all to her damage in an amount to be determined by the trier of fact.

SECOND CAUSE OF ACTION

10. Plaintiffs reallege and incorporate herein, all of the allegations contained in paragraphs one (1) through nine (9), with the same force and effect as though more fully set forth herein.

11. That as a direct and proximate result of the negligence of Defendant LARRY DAVIS, which by law is imputed to his employer, Defendant TIPLON ENTERPRISES, INC A.K.A. LD FREIGHT TRANSPORTATION INC. Plaintiff, GERALD SILHOL, was obliged to expend and procure monies for the medical care and attention for the Plaintiff, JULIEANNE SILHOL, his spouse, and further suffered the loss of society and companionship of the Plaintiff, JULIEANNE SILHOL, all to his damage in an amount to be determined by the trier of fact.

WHEREFORE, the Plaintiffs, JULIEANNE SILHOL and GERALD SILHOL, demands judgment against the Defendants, TIPLON ENTERPRISES, INC A.K.A.

LD FREIGHT TRANSPORTATION INC., Defendant LARRY DAVIS, Defendant
AMERICAN STANDARD INSURANCE COMPANY OF WISCONSIN, and Defendant
LANCER INSURANCE COMPANY

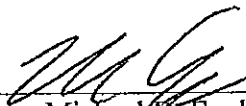
1. On the First Cause of Action, on behalf of the Plaintiff, JULIEANNE SILHOL, in an amount to be determined by the trier of fact together with the prejudgment and post-judgment interest, costs, attorney fees and disbursements of this action; and any other remedy that this court deems just and equitable under the circumstances.

2. On the Second Cause of Action, on behalf of the Plaintiff, GERALD SILHOL, in an amount to be determined by the trier of fact together with the prejudgment and post-judgment interest, costs, attorney fees and disbursements of this action; and any other remedy that this court deems just and equitable under the circumstances,

PLAINTIFF HEREBY DEMANDS THAT THE ABOVE ENTITLED
ACTION BE TRIED BY A JURY OF TWELVE (12) PERSONS

Dated at Wauwatosa, Wisconsin this 28 day of August, 2015.

EGELHOFF LAW OFFICES, LLC
Attorneys for the Plaintiffs
JULIEANNE SILHOL and
GERALD SILHOL

By: 
Michael D. Egelhoff
State Bar No. 1021230

P. O. ADDRESS:
7500 West State Street
Suite 300
Wauwatosa, Wisconsin 53213
Telephone: (414) 453-7111